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Bergen County

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF
EAST WINDSOR
REGIONAL SCHOOL DISTRICT
AND

THE EAST WINDSOR REGIONAL
CUSTODIAL ASSOCIATION

JULY 1, 1976 to JUNE 30, 1979

East Windsor Regional Board of Education is an
Equal Opportunity Employer F/M

THIS THREE YEAR AGREEMENT, entered into this 1st day of July, 1976, by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL CUSTODIAL ASSOCIATION, hereinafter called "ASSOCIATION".

WHEREAS, the BOARD is required by law to negotiate with the ASSOCIATION on the terms and conditions of employment, and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing.

IT IS HEREBY AGREED by and between the parties hereto that:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association, for the years 1976 - 79, as the majority representative for collective negotiation, as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Laws of 1974, concerning the terms and conditions of employment for all personnel under contract as listed below:

C U S T O D I A N S

It is further agreed that this recognition is not to set a precedent for future negotiations and is subject to decision by P E R C.

- a. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- b. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Laws of 1974, but will reserve the right to meet with employee organizations.

ARTICLE II - BOARD RESPONSIBILITY

The Board and the Custodial Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Windsor Regional School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State of New Jersey, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot, under law, reduce, negotiate or delegate its legal responsibilities.

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employee members, and to no other employee organization representing any portion of the Unit.

ARTICLE IV - NEGOTIATION PROCEDURES

The parties agree to enter collective negotiations no later than September 1, 1978, in accordance with Chapter 123 Public Laws of New Jersey, 1974, in a good-faith effort to reach a successor agreement. Any Agreement so negotiated, shall apply to all employees of this Unit, be reduced to writing and be signed by the Board and the Association.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE V - GRIEVANCE PROCEDURE

Definition - A "GRIEVANCE" shall mean a complaint by an employee of the public school system that there has been to him a personal loss, injury of inconvenience because of a violation, misinterpretation or inequitable application of policies, agreements and administrative decisions governing employees except that the term "GRIEVANCE" shall not apply to (a) any matter for which a method of review is prescribed by New Jersey State School Law, or (b) any rule or regulation of the State Commissioner of Education, or (c) any by-law of the Board, or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (e) a complaint of an employee of less than three years and one day which arises by reason of his not being reemployed. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) school days of its occurrence.

Purpose - The purpose of this procedure is to accrue, at the lowest possible administrative level, equitable solutions to the problems which may, from time, to time, arise effecting the terms and conditions of employment.

Procedure -

1. Level one -

- (a) Any employee who has a grievance shall discuss it first with their immediate superior in an attempt to resolve the matter informally at that level.
- (b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the complaint in writing to their immediate superior. The immediate superior shall communicate a decision to the employee in writing within three (3) school days of receipt of the written complaint.

2. Level two -

The employee may appeal the immediate superior's decision to the Superintendent of schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the immediate superior, shall confer with the concerned parties, and, upon request, with the employee or immediate superior separately. The Superintendent shall attempt to resolve the problem but within a period not to exceed ten (10) school days. The Superintendent shall communicate a decision in writing, along with supporting reasons, to the employee and the immediate superior.

3. Level three -

If the grievance is not solved to the employee's satisfaction, the employee may request a review by the Board. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board, & a committee, if requested, and render a decision in writing within thirty (30) calendar days.

4. Level four -

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3 or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board of Education, the employee may, within five (5) school days after a decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to an advisory committee composed of two (2) members selected from the East Windsor School District, (one (1) selected by the Association and one (1) by the Board of Education) (not employed by the East Windsor Board of Education). The two (2) members shall select a third party to review and hear the grievance by conferring with representatives of the Board and Association and hold hearings promptly and shall issue a recommendation to the Board of Education not later than twenty (20) days after the close of the hearings. The Board of Education, as a whole shall review the recommendation(s) and render a decision in writing within fifteen (15) calendar days.

ARTICLE VI - PERSONAL FREEDOM

The personal life of an employee shall not affect their employment status except as it may affect their performance or suitability for continued employment.

ARTICLE VII - REDUCTION IN RANK

No employee shall be reduced in rank or salary contrary to the terms of this Agreement, except that this provision shall not be construed to limit the employer from reducing the number of positions presently in existence. Any such reduction shall be subject to the grievance procedure.

ARTICLE VIII - VACANCIES

A copy of notice of custodial vacancies will be forwarded to members of the Association, by the Assistant Superintendent for Personnel and Training before the final date when applications are to be submitted.

ARTICLE IX - INSURANCE PROTECTION

1. INJURY INSURANCE - The Board agrees to maintain, at Board expense, insurance coverage of all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.
2. HEALTH INSURANCE - The Board agrees to maintain, at Board expense, group health insurance coverages for all employees, who regularly work four (4) hours or more per day, and full dependent coverage at Board expense: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, and a major medical plan.
3. LIABILITY INSURANCE - The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.
4. PRESCRIPTION PLAN - The Board shall maintain, at Board expense, during the three years of this contract, 1976-1979, a 100% prescription plan, Hospital Service Plan of New Jersey, for all employees represented by this Association and their dependents.

ARTICLE X - LEAVES OF ABSENCE WITHOUT PAY

Leaves of Absence without pay may be granted to members represented by the Association, employed three or more years, and that leaves of absences without pay for good causes may be approved or rejected upon written application to the Superintendent and the Board. Such application is to be received by the Superintendent thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Superintendent and would be subject to the concurrence of the Board in writing. Each employee upon request may be granted a leave of absence without pay for Child Care, Maternity/Paternity, or Adoption for a period of not more than one (1) contractual year. Three year employment not required. The maximum length of any leave will not exceed one (1) contractual year. A request for continuation of any approved leave, may be in writing to the Superintendent and the Board and may be approved or rejected by the Board in writing.

1. PERSONAL ILLNESS DAYS - The Board agrees to provide the employees with fourteen (14) days per year at full pay for personal illness if employed twelve months of the year; and twelve (12) days per year at full pay for personal illness if employed ten months of the year. Unused days may be accumulated for use in subsequent years.

The Board further agrees that, after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional ten (10) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

All such personal illness days shall be governed by State law, and the employee shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

2. ILLNESS-IN-THE-IMMEDIATE-FAMILY DAYS - The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law.)

The Board further agrees that, after all such illness-in-the-immediate-family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay less substitute pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Superintendent at full deduction in pay.

3. DEATH-IN-THE-FAMILY-DAYS - The Board agrees to provide the employees with five (5) days per event at full pay for death in the immediate family. After all such death-in-the-immediate-family days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.
4. DEATH-IN-OTHER-THAN-THE-IMMEDIATE-FAMILY-DAY - The Board agrees to provide the employees with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death-in-other-than-the-immediate-family day is exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.
5. MARRIAGE DAYS - The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.
6. DAYS FOR JURY DUTY OR SUBPOENA BY COURT - The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.
7. DAYS FOR OTHER REASONS - The Board agrees to provide four (4) days leave of absence with pay for employees for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Superintendent.

ARTICLE XI

1. VACATION DAYS - The Board agrees to provide 12 month employees who regularly work more than four (4) hours per day, vacation days on the following schedule:-

Less than one (1) year of employment as of June 30.

1 day per month prior to July 1, to a maximum of 10 days

1 year through 5 years as of June 30.

Ten (10) days per year

6 years through 12 years as of June 30.

Fifteen (15) days per year

12 years and over

Twenty (20) days per year

If an employee terminates employment before the end of his/her contract year, the employee shall be paid their accumulated vacation time. If a member of this Association is granted a Contract, vacation time shall begin with the first day of regular employment.

Vacation time should be taken during July and August unless special arrangements can be made with Supervisor of Buildings and Grounds, as of June 30.

2. HOLIDAYS - The Board agrees to the following holiday schedule according to the school calendar for 12 month employees:-

Independence Day
 Labor Day
 Yom Kippur
 Rosh Hashanah
 Columbus Day
 Veteran's Day
 Thanksgiving (2 days)
 Christmas (2 days)
 New Years (2 days)
 Martin Luther King's Birthday
 Lincoln's Birthday (1 day)
 Washington's Birthday (1 day)
 Easter (2 days - Good Friday & Easter Monday)
 Memorial Day

ARTICLE XII

- A. WORK HOURS - Normal work hours consist of eight (8) hours per day (Monday through Friday) as mutually agreed to with the Supervisor of Buildings and Grounds, according to the needs of each building, with no "clean-up" time prior to the beginning and ending of work day.
- B. OVERTIME - The regular work week shall be forty (40) hours, Monday through Friday. All hours over forty (40) hours per week shall be considered overtime. The overtime rate of pay shall be $1\frac{1}{2}$ x basic salary. Any employee asked to work on a paid holiday shall be paid $1\frac{1}{2}$ times basic pay above his regular salary. Each employee shall be guaranteed a minimum of two (2) hours recall.